

# **Tuolumne County**

**Community Resources Agency  
Solid Waste Division**



## **Request for Proposals Installation of Monitoring Wells at the Big Oak Flat (Groveland) Landfill**

**Issued: April 8, 2016**

**Deadline for Submission of Proposals:  
April 22, 2016 – 2:00 p.m.**

For an electronic version of this RFP, go to:

<http://www.tuolumnecounty.ca.gov>

*(Click on "Bids, RFPs & RFQs" in the Business section)*

**2 South Green Street  
Sonora, CA 95370**

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## **NOTICE**

By way of this Request for Proposals (RFP), the Tuolumne County Community Resources Agency Solid Waste Division ("County") intends to select a well drilling firm ("Contractor") to drill six (6) new monitoring wells at the Big Oak Flat (Groveland) Landfill.

An optional pre-proposal meeting at the site will be held **Thursday April 14, 2016 at 10:00 am** at the Big Oak Flat (Groveland) Landfill. Please notify Dan Hambrick at (209) 533-5577 if you plan on attending the pre-proposal meeting. Any questions regarding this RFP must be submitted in writing to the County by 4:00 p.m. on April 19, 2016. Excepting questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will post the questions received, along with written responses, to the County website, [www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov) (click on "Bids, RFPs & RFQs" in the Business Section). It is the responsibility of the proposers to check the County website to review the questions and responses. Any oral responses to questions are not binding on the County. Prospective proposers shall direct all questions in writing by **April 19, 2016** to:

Dan Hambrick  
Community Resources Agency  
Solid Waste Division  
48 W. Yaney (mail: 2 S. Green Street)  
Sonora, CA 95370  
E-mail: [dhambrick@co.tuolumne.ca.us](mailto:dhambrick@co.tuolumne.ca.us)  
Cc: [mlaird@co.tuolumne.ca.us](mailto:mlaird@co.tuolumne.ca.us) and [bbarlow@co.tuolumne.ca.us](mailto:bbarlow@co.tuolumne.ca.us)

An addendum with written answers will be provided by **April 20, 2016**, and be considered a part of this RFP.

## **SECTION I – Project Summary**

The Groveland Landfill located at 10700 Merrell Road in Groveland, California, see Figure 1, operated as a burn dump from 1967 to 1975. After 1975 the landfill was operated as a municipal solid waste landfill until May 2001. The landfill was capped and closed in 2002. In 1990 two (2) ground water monitoring wells, GMW-2 and GMW-3, were installed. An additional monitoring well, GMW-1A, was installed in 2000. Five (5) new monitoring wells GMW-2V, GMW-2A, GMW-2B, GMW-3V and GMW-3A were installed in June 2014.

The California Regional Water Quality Control Board (CRWQCB) has directed that additional monitoring wells, two (2) sets of three (3) wells each, be installed at the Groveland Landfill. Each of the wells in the cluster will monitor a different depth. The two proposed well locations are identified in Figure 2-1. **All work must be completed by May 16, 2016** unless an extension is received from the CRWQCB.

The site of one of the well clusters is below the southern edge of the landfill down an incline. There is no level landing for parking a drill rig. This location will require the installation of an access road and pad for drill rig access. The second location, where the other cluster of wells will be drilled, is on the side of the landfill where there is a level parking spot.

The Groveland Transfer Station is also located on this property. It is an operational transfer station open two days a week on Wednesdays and Saturdays. The landfill is located beyond the transfer station and is fully enclosed with a fence and gate.

## **SECTION II – Scope of Work** (see Figure 2-2 and Exhibit A for well specifications and project details)

### **Well Drilling**

Well drilling permits will be obtained by the County.

Drill six (6) separate wells on the landfill property.

One cluster of three wells is to be installed at the site of GMW-4, see figure 2-1, and shall include:

- One (1) shallow monitoring well approximately 20 feet deep to monitor the weathered/unweathered interface.

- One (1) monitoring well drilled to the first water bearing fracture, approximately 120 feet deep.
- One (1) monitoring well drilled to second encountered water, approximately 175 feet deep.

The other cluster of three wells is to be installed at the site of GMW- 5 (see Figure 2-1 and shall include:

- One (1) shallow monitoring well approximately 20 feet deep to monitor the weathered/unweathered interface.
- One (1) monitoring well drilled to the first water bearing fracture, approximately 120 feet deep.
- One (1) monitoring well drilled to the second encountered water, approximately 175 feet deep.

The ground around the wells shall be protected to prevent any contamination to the surrounding ground or wells from possible leaks in vehicles and equipment used to perform the work. The drilling contractor will be required to steam clean all drilling equipment (e.g. drill casing, bits, and tools) prior to advancing each boring.

### **SECTION III – Proposal**

#### **Technical Proposal**

The technical proposal shall include a workplan which delineates the approach to complete the required services. The workplan shall demonstrate the Contractor's understanding of the Scope of Work. It shall also address the **Contractor's capability to complete the required tasks of the scope of work within the project deadlines**. The workplan shall include the following:

- A. List all subcontractors providing services to the Contractor for the completion of the scope of work. Include the names, addresses, and current telephone numbers of the firm and the name of the key representative assigned.
- B. Identify the measures that will be taken to avoid any ground or well contamination by Contractor's or subcontractors vehicles or equipment.
- C. Identify any supplemental tasks deemed necessary and recommend alternatives which may enhance the Project, reduce cost, or expedite delivery.
- D. Provide a copy of C- 57 license.
- E. Provide 3 references.
- F. Provide Department of Industrial Relations registration numbers for contractor and all subcontractors.
- G. Acknowledgement of County-issued addenda to this RFP, if any.

#### **Schedule**

Provide a schedule to complete the work. **The new wells must be completed by May 16, 2016.**

#### **Form of Agreement**

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

The selected Contractor must execute the Tuolumne County Standard Agreement for Professional Services attached hereto as Exhibit B to this RFP.

#### **Insurance Requirements**

Contractor and subcontractors will be required to maintain, throughout the term of any contract work, insurance of the type and amount indicated in the Tuolumne County Standard Agreement for Professional Services.

## Bond Requirements

The Contractor shall furnish a payment bond and a performance bond, each in the amount of one hundred (100) percent of the contract price, and a maintenance warranty bond in an amount equal to twenty five (25) percent of the contract price.

## Cost Proposal

In addition to the technical proposal Contractor shall submit a cost proposal attached hereto as Exhibit C, for the project in a sealed envelope.

## Submittal of Proposals

In addition to the above information, the following specific criteria shall be met:

- Proposal must be submitted in a sealed soft envelope clearly marked "Installation of Monitoring Wells at the Big Oak Flat (Groveland) Landfill 2016" and the Contractor's name must be on the outside of the courier envelope.
- Do not bind or use binders; please use binder clip or staple pages of proposal together and seal in a courier envelope.
- Proposal must be submitted by the date and time specified in this RFP. Late submittals will not be accepted. Email, oral and/or facsimile submittals will not be accepted.

Proposing Contractors shall submit three (3) hard copies of their Proposal. Proposals must be addressed to and mailed, delivered by courier or hand delivered to:

Dan Hambrick  
Community Resources Agency  
**Solid Waste Division, 4<sup>th</sup> Floor**  
48 W. Yaney (mail: 2 S. Green Street)  
Sonora, CA 95370

Proposals must be received and date stamped by no later than **2:00 p.m. on Friday, April 22, 2016**. Proposals will be received only at the address shown above, and must be received by the time indicated. It is the sole responsibility of the applicant to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and will not be accepted. No e-mailed or facsimile proposals will be considered. The Community Resources Agency time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals. The County has no authority to accept proposals submitted after the above date and time, and will return any unopened proposals which are received late.

## **SECTION IV - Selection Process**

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor that best satisfies the County's requirements. The following describes the evaluation process and associated components. A Contractor Selection Committee, appointed by the Community Resources Director, will review each Proposal and recommend awarding the contract to the respondent whose proposal is deemed to be in the best interest of the County. Selection will be based upon the following criteria:

|  |      |
|--|------|
| Qualifications   | 30%  |
| Project Schedule (firms must demonstrate ability to meet project deadline) | 30%  |
| Cost Proposal  | 40%  |
| Total  | 100% |

## Award

Award will be made to the qualified contractor whose proposal will be most advantageous to the County, with price and all other factors considered. The County reserves the right to reject any and all proposals and to waive any irregularities in the RFP process. The County will negotiate with the highest ranked applicant to develop the scope of work and contract for mutual satisfaction.



If the County cannot successfully negotiate a contract for the services requested with the highest ranked applicant, the County will terminate negotiations and begin negotiations with the next highest ranked applicant.

Applicants will receive Non-Award notification(s), which will include the name of the applicant(s) to be awarded this contract.

Applicants are advised County reserves the following prerogatives:

- To reject any or all applications;
- To consider historic information and fact, whether gained from the applicant's application or any other source, in the evaluation process; and
- The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the application. Failure of the individual or agency to submit such information may cause an adverse impact on the evaluation of the application.
- If a proposal is not submitted in the format specified in Section III of this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity, or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the applicant an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

## **SECTION V - Additional Information**

### **Fee and Method of Payment**

County will execute a contract for a not-to-exceed fee for the complete project, after selection of the Contractor. Payments will be made upon completion of the project and after the submittal of an itemized invoice. Invoices submitted without appropriate supporting documentation will be returned unpaid.

### **Policy**

This RFP does not obligate the County to award a contract, nor does it commit the County to pay for any costs associated with the preparation and submittal of a proposal. The scope of work is subject to modification as work progresses on each element.

### **Public Records Access**

Applicants should be aware that submitted proposals are subject to the California Public Records Act, and may be disclosed to members of the public upon request. It is the responsibility of the applicants to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the County has completed its evaluation and, or if, an award has been made.

### **Contacts**

Project Manager:

Dan Hambrick  
Community Resources Agency  
Solid Waste Division 4<sup>th</sup> Floor  
48 W. Yaney (mail: 2 S. Green Street)  
Sonora, CA 95370  
E-mail: dhambrick@co.tuolumne.ca.us

Dan Hambrick  
Community Resources Agency  
Solid Waste Division 4<sup>th</sup> Floor  
48 W. Yaney (mail: 2 S. Green Street)  
Sonora, CA 95370  
E-mail: dhambrick@co.tuolumne.ca.us

#### **Schedule of Events**

- |  |                |
|--|----------------|
| • Request for Proposals circulated         | April 8, 2016  |
| • Pre-Proposal Site Visit                  | April 14, 2016 |
| • Questions due in writing                 | April 19, 2016 |
| • Addendum issued                          | April 20, 2016 |
| • RFP Proposal Submittal Deadline          | April 22, 2016 |
| • Contractors Notified of Selection Status | April 25, 2016 |
| • Completion Date of Project               | May 16, 2016   |

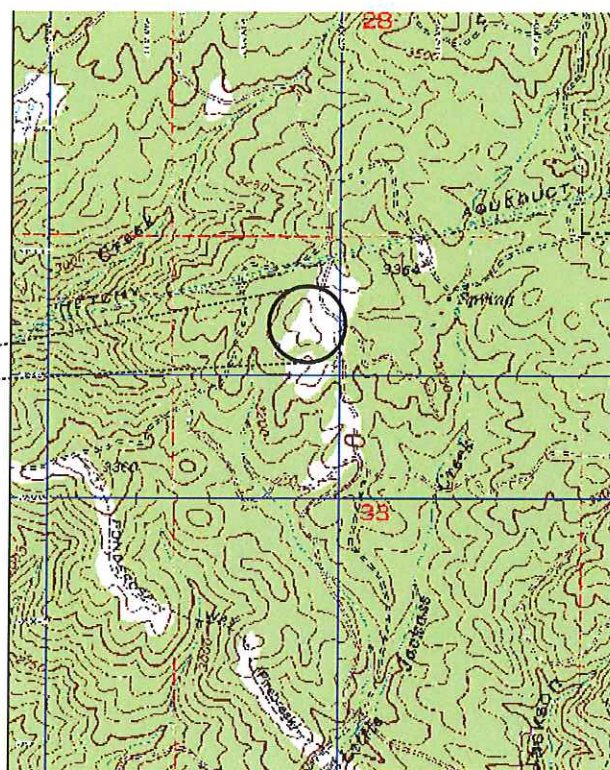
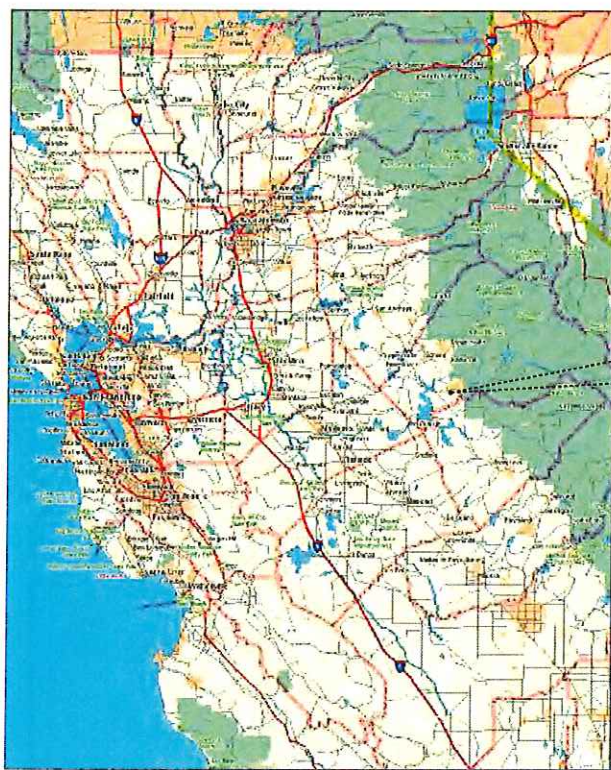
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## FIGURES





# **RMC GEOSCIENCE**

ENGINEERING GEOLOGY - ENVIRONMENTAL GEOSCIENCE

405 EAST D STREET, SUITE 112  
PETALUMA, CA 94952  
TEL: 415.699.8073  
FAX: 707.765.1924

Tuolumne County Well Installation RFP  
Groveland Landfill, Tuolumne County, California

## **GROVELAND LANDFILL LOCATION MAP**

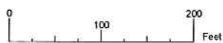
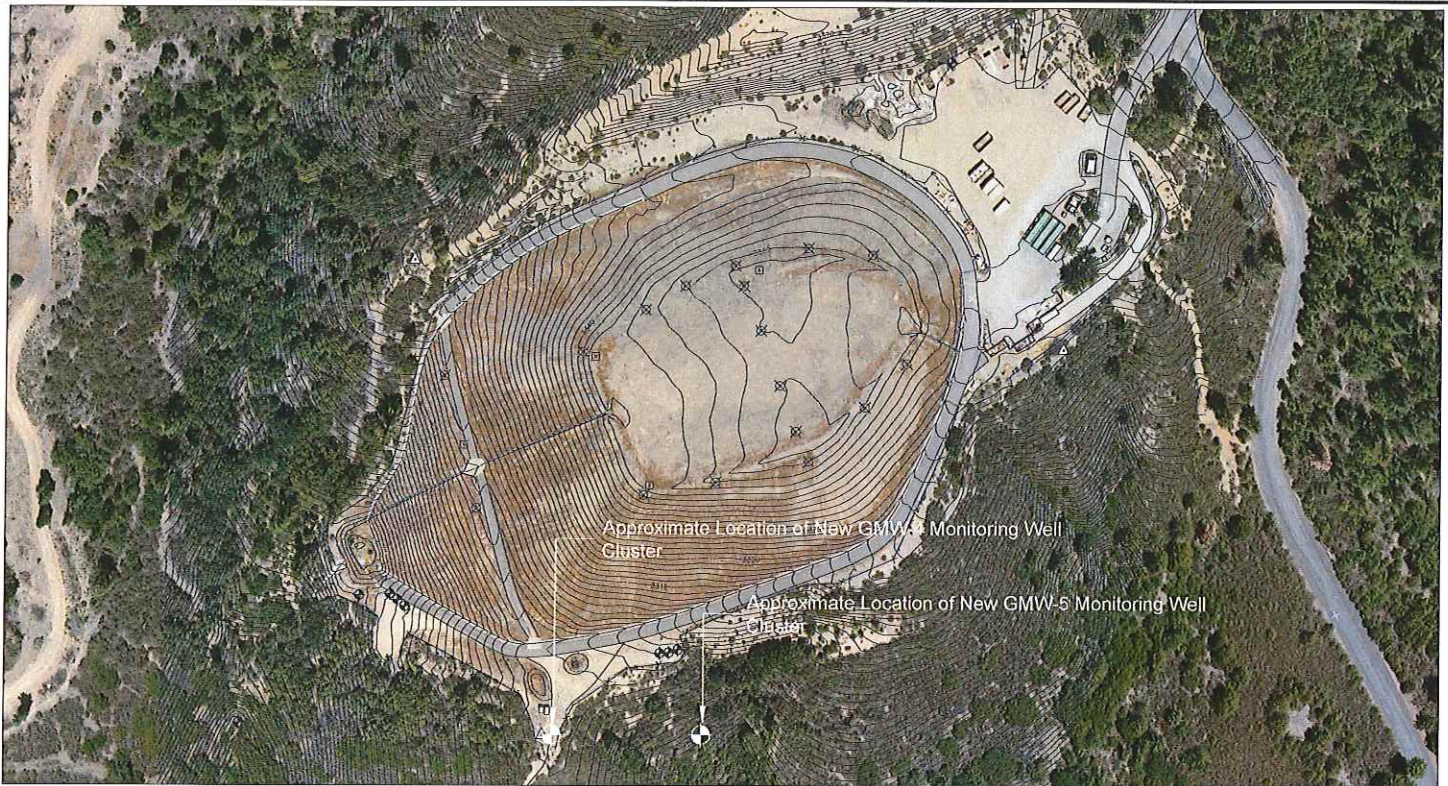
DATE:  
March 2016

FIGURE:

1







# **RMC GEOSCIENCE**

ENGINEERING GEOLOGY - ENVIRONMENTAL GEOSCIENCE  
 405 EAST D STREET, SUITE 112  
 PETALUMA, CA 94952  
 TEL: 415.699.8073  
 FAX: 707.765.1924



New Well Installation RFP  
 Groveland Landfill, Tuolumne County, California

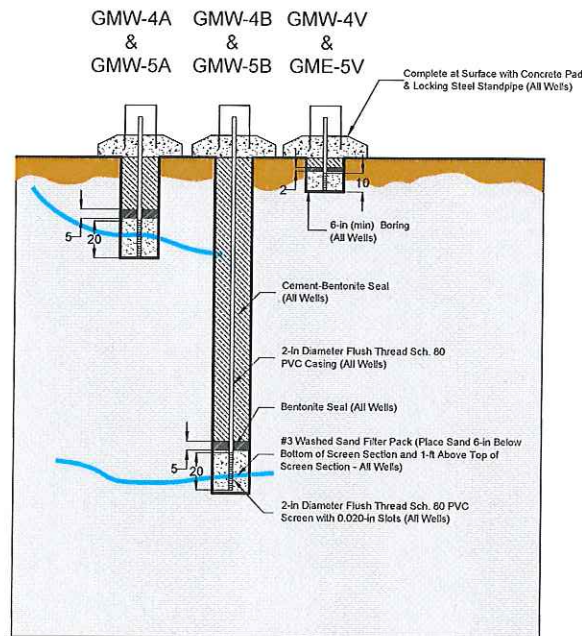
## **APPROX. LOCATIONS OF NEW MONITORING WELL CLUSTERS**

DATE: **March 2016**  
 FIGURE:

**2-1**



# CLUSTERED MONITORING WELLS



NOTE - Actual depths of wells and screened intervals will be determined in the field based on conditions encountered during drilling

## **RMC GEOSCIENCE**

ENGINEERING GEOLOGY - ENVIRONMENTAL GEOSCIENCE  
405 EAST D STREET, SUITE 112  
PETALUMA, CA 94952  
TEL: 415.699.8073  
FAX: 707.765.1924

New Well Installation RFP  
Groveland Landfill, Tuolumne County

GENERALIZED WELL  
CONSTRUCTION DETAILS

DATE: March 2016  
FIGURE:

2-2





## **EXHIBIT A:**



## **EXHIBIT A**

### **Scope of Work**

1. Monitoring Well installation permits will be obtained by the County. A total of six (6) monitoring wells will be installed. The Contractor is advised that no water is available at this site.
2. Mobilize equipment and materials to the Groveland Landfill.
3. The ground around the wells shall be protected to prevent any contamination to the surrounding ground or wells from possible leaks in vehicles and equipment used to perform the work. The drilling contractor will be required to steamclean all drilling equipment (e.g. drill casing, bits, and tools) prior to advancing each boring.
4. Install three (3) separate monitoring wells in a cluster at the site of GMW-4, see Figure 2-1. Figure 2-2 shows the approximate depth and well construction details for these wells. Actual depths and screened intervals will be determined in the field.
  - A. Install GMW-4V as a shallow, approximately 20 feet, monitoring well into the weathered/unweathered bedrock interface. Install 20 feet of .020 slotted screen in this well.
  - B. Install GMW-4A to the first encountered water bearing fracture which is estimated to be at approximately 120 feet. Install 20 feet of .020 slotted screen in this well.
  - C. Install GMW-4B to the second encountered water bearing fracture which is estimated to be at approximately 175 feet. This fracture zone must be isolated from the upper fracture zone. Install 20 feet of .020 screen in this well.
5. Install three (3) separate monitoring wells in a cluster at the site of GMW-5 see Figure 2-1. Figure 2-2 shows the approximate depth and well construction details for these wells. Actual depths and screened intervals will be determined in the field.
  - A. Install GMW-5V as a shallow, approximately 20 feet, monitoring well into the weathered/unweathered bedrock interface. Install 20 feet of .020 slotted screen in this well.
  - B. Install GMW-5A to the first encountered water bearing fracture which is estimated to be at approximately 120 feet. Install 20 feet of .020 slotted screen in this well.
  - C. Install GMW-5B to the second encountered water bearing fracture which is estimated to be at approximately 175 feet. This fracture

zone must be isolated from the upper fracture zone. Install 20 feet of .020 screen in this well.

6. All borings shall be at least 6 inches in diameter and shall be advanced by air rotary techniques.
7. The borings will be advanced to the target depth and sounded to confirm the final depth of the boring. The borings will be logged in the field by County representatives. Drill cuttings may be left at the locations of the borings.
8. Approximately 6 inches of washed #3 sand will be tremied into the open boring. The depth of the boring shall be sounded to confirm the sand has not bridged and that approximately 6 inches of sand is present in the bottom of the boring.
9. The wells shall be constructed using 2-inch diameter Schedule 80 PVC blank casing and prefabricated Schedule 80 PVC screen with .020-inch slots. The well casing and screen sections shall be connected with flush threads; PVC couplings and cement will not be permitted to be used in any well.
10. A bottom cap shall be placed on the bottom of the screen section prior to placing the casing in the well. One or more centralizers shall be placed a minimum of ten feet above the well screen in the deeper wells. A PVC cap will be placed on top of the well casing.
11. Washed #3 filter pack sand shall be tremied into the annular space around the well casing. The sand pack will extend 1 foot above the top of the screen and the amount of sand used for this procedure shall be recorded. The final thickness of the sand pack shall be measured and recorded to confirm that the sand has not bridged during installation.
12. Pursuant to RWQCB direction, a 1-foot-thick layer of fine sand shall be tremied on top of the filter pack sand and measured to confirm its in-place thickness.
13. A bentonite seal shall be constructed using dry bentonite chips or pellets on top of the filter pack. The bentonite seal shall be 5 feet thick in the "A" and "B" borings. The bentonite seal shall be 2 feet thick in the "V" borings. The top of each bentonite seal shall be measured and recorded to confirm that the bentonite has not bridged during installation.
14. The upper portion of each boring shall be sealed to the ground surface using cement-bentonite grout. The cement-bentonite grout will be tremied in the "A" and "B" borings. The cement-grout may be tremied or poured into the "V" borings.

15. Depending on the monitoring well location, the wells will be completed at the ground surface with a concrete pad that is sloped to drain and a locking steel standpipe. If completed in the existing roadway, the wells will be completed below grade using a secured Christy box.

P:\Solid Waste\PROCUREMENT\RFPs\GLF New Wells 2016\Exhibit A





## **EXHIBIT B:**





**EXHIBIT B**

**STANDARD AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement ("Agreement") is made and entered into this [ ] day of April, 2016 by and between the County of Tuolumne ("County") and [ ], a [ ] ("Contractor") pursuant to the following terms and conditions.

**ARTICLE I STATEMENT OF WORK**

The work to be performed under this Agreement is described in the Scope of Work as described in the County's Request for Proposals dated April 8, 2016 and any addenda thereto and the Contractor's Technical Proposal and Cost Proposal dated [ ] ("Project"). The County's RFP and any addenda thereto and the Contractor's approved Technical Proposal are attached hereto as Attachment A and incorporated herein by reference. The Contractor's approved Cost Proposal is attached hereto as Attachment B and incorporated herein by reference. If there is any conflict between the County's RFP and any addenda thereto, the Technical Proposal, the Cost Proposal and this Agreement, the provisions of this Agreement, followed by the County's RFP and any addenda thereto, shall control.

**ARTICLE II PROJECT MANAGERS**

A. Contractor shall designate a Project Manager who at all times shall represent Contractor in its relationship with County on matters related to this Agreement.

1. Contractor's Project Manager is [ ].

2. County's Project Manager is Dan Hambrick.

B. Contractor's Project Manager shall meet with County's Project Manager, as needed, to discuss progress on this Agreement.

**ARTICLE III PERFORMANCE PERIOD**

Contractor shall commence work after receiving written notification to proceed from County's Project Manager. This Agreement shall end on [ ], unless extended by Agreement amendment.

**ARTICLE IV ALLOWABLE COSTS AND PAYMENTS**

A. The consideration to be paid Contractor as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, unless otherwise expressly so provided.

B. Contractor shall be paid and reimbursed for costs a sum not to exceed \$[ ]. In the event unforeseeable circumstances arise which would cause an increase compensation above the "not to exceed" amount, Contractor shall contact the County's Project Manager to obtain the County's written permission prior to incurring additional costs.

C. Contractor shall not commence performance of work or services until notification to proceed has been issued, by the County's Project Manager. No payment will be made for any work performed prior to the issuance of the notice to proceed.

D. Contractor will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Project Manager of itemized invoices. Invoices shall include a brief description of the services performed and the date the services were performed. Invoices shall be mailed to County's Project Manager at the following address:

Dan Hambrick  
County of Tuolumne  
Solid Waste Division  
2 South Green Street  
Sonora, CA 95370

E. Payment by County under this Agreement shall not be deemed a waiver of defects, even if such defects were known to County at the time of payment.

F. Notwithstanding any provisions of this Agreement, payment to Contractor shall not relieve Contractor of liability to County for damages sustained by County because of any breach of this Agreement by the Contractor, and County may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due County from Contractor is determined.

G. All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

#### **ARTICLE V STATE PREVAILING WAGE RATES**

A. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code section 1770, and all federal, state, and local laws and ordinances applicable to the work.

B. When prevailing wages apply to the services described in the scope of work: Transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. Contractor and its subcontractors, of any tier, shall maintain active registration with DIR for the duration of this Agreement. This Agreement is subject to the compliance monitoring and enforcement by DIR.

C. Any subcontract entered into as a result of this Agreement, if for more than \$1,000 for public works construction or for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

#### **ARTICLE VI INSPECTION OF WORK**

Contractor and any subcontractor shall permit County to review and inspect the Project activities and files at all reasonable times during the performance period of this Agreement, including review and inspection on a daily basis.

#### **ARTICLE VII SAFETY**

A. Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment or procedures. Contractor shall comply with safety instructions issued by the County Safety Officer and other County representatives. Contractor personnel shall wear hard hats and safety vests at all times while working on the Project site.

B. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

#### **ARTICLE VIII NOTIFICATION**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either delivered personally, transmitted by facsimile machine or sent prepaid, first class United States mail. Any such writing shall be addressed or transmitted to the other party at the

address, location or facsimile number set forth below. Either party may change its address, location or facsimile number by notifying the other party of the change in writing. Notice shall be deemed received when (1) delivered personally, (2) transmitted by facsimile, or (3) 48 hours from the time of deposit in a United States mail box if mailed as provided in this Article.

**County:**

**Contractor:**

**Primary Contact:** Dan Hambrick  
**Organization:** County of Tuolumne  
**Address:** 2 South Green Street  
Sonora, CA 95370

**PHONE:** (209) 533-5577  
**FAX:** (209) 533-5698

**ARTICLE IX GENERAL PROVISIONS**

A. Professional Ability of Contractor. Contractor represents and warrants to County that it has all of the necessary professional capabilities and experience, as well as all tools, instruments, facilities, and other resources necessary to provide County with the services contemplated by this Agreement. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

B. Licenses. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

C. Independent Contractor. Contractor and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by Contractor are performing in that capacity for and on behalf of Contractor and not County. County shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

D. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California. This Agreement shall be deemed to have been made and is to be performed in County of Tuolumne. In any action brought relating to this Agreement, proper venue shall be the Tuolumne County Superior Court.

E. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

F. Waiver. No failure on the part of County to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by County of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

G. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses and attorneys' fees.



H. Headings. Article and paragraph headings shall not affect the scope, meaning, intent or applicability of the provisions therein.

#### **ARTICLE X AMENDMENT**

A. This Agreement may be amended or modified only by mutual written agreement of the parties and approved as to legal form by the County Counsel.

B. Contractor shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Project Manager.

#### **ARTICLE XI ASSIGNMENT AND SUBCONTRACTING**

A. The parties recognize that a substantial inducement to County for entering into this Agreement is the professional reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the prior written consent of County.

B. Contractor shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's Project Manager, except that which is expressly identified in the approved Technical Proposal and Cost Proposal. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

C. Any substitution of subcontractors must be approved in writing by County's Project Manager.

D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

#### **ARTICLE XII INDEMNIFICATION**

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this Article shall exist regardless of concurrent negligence or willful misconduct on the part of County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of County.

If such indemnification becomes necessary, the County Counsel for County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend County. This indemnification clause shall survive the termination or expiration of this Agreement.

#### **ARTICLE XIII INSURANCE**

Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies with insurers licensed in the State of California and possessing a Best's rating of no less than A:VII. The Contractor shall provide notice to County by certified mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

A. Workers' Compensation Coverage: Workers' Compensation Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each

subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

B. General Liability Coverage: Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and \$100,000 per occurrence for property damage.

C. Automobile Liability Coverage: Automobile liability insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and \$100,000 per occurrence for property damage.

D. Professional Liability Coverage: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of two million dollars (\$2,000,000).

E. General Requirement: If a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

F. Policy Endorsements: Each insurance policy, except Workers' Compensation and Professional Liability, shall be endorsed with the following specific language:

1) The County of Tuolumne, its elected and appointed officials, officers, employees, agents and volunteers ("Additional Insured") are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

2) This policy shall be considered primary insurance as respects the Additional Insured (to the extent of the Contractor's negligence in the performance of its services under this Agreement), and shall include no special limitations to coverage provided to additional insured. Any insurance maintained by County, including any self-insured retention County may have, shall be considered excess insurance only and shall not contribute with it.

3) This insurance shall act for each insured and Additional Insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4) The insurer waives all rights of subrogation against Additional Insured.

5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured.

G. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

H. Evidence of Insurance and Endorsements: Contractor shall provide evidence of required insurance with original endorsements to County as may be required by the County Risk Manager. Evidence of such insurance shall be filed with County on or before commencement of performance of this Agreement. Current proof of insurance shall be kept on file with County at all times during the term of this Agreement.

I. Unsatisfactory Policies: If at any time any of the said policies or endorsements shall be reasonably unsatisfactory to the County Risk Manager, as to form or substance, or if a company issuing such policy shall be reasonably unsatisfactory to the County Risk Manager, Contractor shall promptly obtain a new policy, submit the same to the County Risk Manager for approval and submit a certificate thereof as herein provided.



J. Failure to Comply: Upon failure of Contractor to furnish, deliver or maintain such insurance and evidence of the same as above provided, this Agreement, at the election of County, may be forthwith declared suspended, or terminated. Failure of Contractor to obtain and/or maintain any required insurance shall not relieve Contractor from any liability under this Agreement.

#### **ARTICLE XIV DISPUTES**

A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of County's Project Manager, Director of the Community Resources Agency and the County Administrative Officer who may consider written or verbal information submitted by the Contractor.

B. Not later than thirty (30) days after completion of all work under this Agreement, Contractor may request review by the County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.

#### **ARTICLE XV TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity.

B. County reserves the right to terminate this Agreement for convenience upon fifteen (15) calendar days' written notice to the Contractor. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, at the rates set forth in Attachment B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this paragraph, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Article I, Statement of Work. In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor on the Project prior to the termination date and which remain unacceptable to County as of the termination date.

#### **ARTICLE XVI RETENTION OF RECORDS/AUDIT**

A. For the purpose of determining compliance with Public Contract Code section 10115 et seq. and 21 CCR section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code section 8546.7; the Contractor, subcontractors, and County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The County shall have access to any books, records, and documents of Contractor that are pertinent to this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, County may, by written request, require that custody of the records be given to County. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

C. Subcontracts in excess of \$10,000 shall contain the provisions of this Article.

#### **ARTICLE XVII NON-DISCRIMINATION**

A. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, marital status, sexual orientation, medical condition or disability, or usage of family medical care leave or pregnancy leave. Contractor and subcontractors shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in 2 CCR section 8101 et seq. are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

B. Contractor shall include the nondiscrimination and compliance provisions of this Article in all subcontracts to perform work under this Agreement.

C. Contractor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempt, complied with the nondiscrimination program requirements of Government Code section 12990 and 2 CCR section 8103.

#### **ARTICLE XVIII ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement which is made and concluded in duplicate between the two parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. Contractor has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and material needed, and its making of this Agreement is based on such independent investigation and research. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement, consisting of            pages, including this page, to be executed on the date first written above.

Contractor

President / CEO Date

•

Secretary / Treasurer \_\_\_\_\_ Date \_\_\_\_\_

Carlyn Drivdahl Date  
Deputy County Counsel

Corporate Seal

Contractor's Federal ID#

## Attachment A, Scope of Work and Technical Proposal

## Attachment B, Cost Proposal

## EXHIBIT C



## EXHIBIT C

| GROVELAND LANDFILL WELL INSTALLATION COST PROPOSAL                         |       |        |           |               |  |
|--|-------|--------|-----------|---------------|--|
| ITEM   | UNITS | AMOUNT | UNIT COST | EXTENDED COST |  |
| Mobilization and Demobilization (Including Site Preparation, if Necessary) | LS*   |        |           |               |  |
| Install Access Road Pad for Drill Rig Access                               | LS    |        |           |               |  |
| Drill and Install New Monitoring Wells (Complete)                          | Feet  | 630    |           |               |  |
| TOTAL COST   |       |        |           |               |  |

\*Lump sum

Request for Proposals-Exhibit C  
Installation of Monitoring Wells at the Big Oak Flat (Groveland) Landfill 2016

